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10 Attorneys for Defendants  
11 Hunt & Henriques, Michael Scott Hunt  
12 and Janalie Ann Henriques

13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN JOSE DIVISION

16 JO ANNE GRAFF,

17 Plaintiff,

18 vs.

19 HUNT & HENRIQUES, a general  
20 partnership, MICHAEL SCOTT  
21 HUNT, individually and in his  
22 official capacity, and JANALIE ANN  
23 HENRIQUES, individually and in her  
24 official capacity,

25 Defendants.

CASE NO.: C08 00908 JF (PVT)

**DEFENDANT HUNT &  
HENRIQUES'S OPPOSITION TO  
PLAINTIFF'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT**

Date: August 15, 2008

Time: 9:00 a.m.

Ctrm: 3, Fifth Floor

Honorable Jeremy Fogel

1 **I. INTRODUCTION**

2 Plaintiff Jo Anne Graff (“Graff”) claims that Defendants contacted her directly  
 3 at a time when she was allegedly represented by counsel, in violation of the Fair Debt  
 4 Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”). By her motion, Graff  
 5 seeks summary judgment on her claim that defendant Hunt & Henriques (“H&H”)  
 6 violated section 1692c(a)(2) of the FDCPA.<sup>1</sup> The record shows that H&H did not  
 7 violate the FDCPA, however, because Graff’s alleged counsel, Fred W. Schwinn  
 8 (“Mr. Schwinn”), did not represent Graff with respect to the state court collection  
 9 litigation, and because he did not respond, ever, to Defendants’ correspondence. The  
 10 motion must be denied, and the Court should enter summary judgment in favor of  
 11 Defendants.

12 Mr. Schwinn wrote to Defendants just before the collection litigation was  
 13 filed. In his letter, Mr. Schwinn was extremely careful to point out the limited scope  
 14 of his representation of Graff. Mr. Schwinn stated that he had been retained by Graff  
 15 “to assist in the matter of debt relief” and to attempt to “dissuade” Defendants from  
 16 filing a lawsuit against her. He requested information concerning Graff’s debt. He  
 17 did not state that he represented Graff in the event that litigation was actually filed.

18 Defendants responded to Mr. Schwinn, and provided him with the information  
 19 he had requested. Defendants specifically asked Mr. Schwinn if he was authorized to  
 20 accept service of the collection complaint they were about to file against Graff.  
 21 Defendants requested that he respond within ten days or they would proceed to  
 22 litigate against Graff directly.

23 Mr. Schwinn admits that he received Defendants’ letter. He did not respond  
 24 within ten days. In fact, he never responded. Given this, and given the limited scope  
 25 of Mr. Schwinn’s engagement as described in his letter, Defendants reasonably  
 26 concluded that Mr. Schwinn did not represent Graff with respect to the collection  
 27

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28 <sup>1</sup>Graff’s Motion is not directed to the other defendants, Michael Scott Hunt (“Hunt”) or Janalie Ann Henriques (“Henriques”). H&H, Hunt, and Henriques are referred to collectively as “Defendants.”

1 litigation. Since Graff was not represented by Mr. Schwinn in that action, it was  
2 proper for Defendants to contact Graff directly.

3 To prevail on this motion, Graff bears the burden of proving that Mr. Schwinn  
4 represented her in the collection case. She cannot do so. Graff would also need to  
5 show that Mr. Schwinn did not “fail to respond” to Defendants’ correspondence  
6 within a reasonable period of time. She cannot meet this burden. Mr. Schwinn not  
7 only failed to respond within a reasonable time, he failed to respond at all.

8 Defendants did not violate the FDCPA when they sent their July 13, 2007  
9 letter. Graff’s motion should be denied, and the Court should enter summary  
10 judgment for Defendants.<sup>2</sup>

## 11 **II. PROCEDURAL AND FACTUAL HISTORY**

12 When Graff failed to pay her credit card bill, non-party Citibank (South  
13 Dakota) N.A. closed her account and engaged H&H to collect the balance due. *See*  
14 Declaration of Michael S. Hunt (“Hunt Decl.”) at ¶ 2. H&H sent Graff a letter dated  
15 February 12, 2007, requesting payment and informing her that litigation was  
16 imminent. *Id.* at ¶ 3, Exh. A. On February 19, 2007, Schwinn sent H&H a letter  
17 stating that he had been retained by Graff “to assist in the matter of debt relief” and  
18 for the purpose of dissuading them from filing suit against her. *Id.* at ¶ 4, Ex. B.

19 On March 26, 2007, H&H sent Schwinn a letter providing him with the  
20 information he had requested, and asking Mr. Schwinn if he would accept service of  
21 process on her behalf. The letter states, in pertinent part,

22 Please advise within ten days if you are authorized to accept service of  
23 process on behalf of Ms. [Graff].<sup>3</sup> **If we have not heard from you within ten**

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24  
25 <sup>2</sup> If the Court concludes that it cannot determine this issue in favor of Defendants  
26 as a matter of law based upon the undisputed facts in the record, then Defendants submit  
27 that the motion should be denied, based upon the existence of triable issues of fact.

28 <sup>3</sup> H&H mistakenly refer to Graff in this sentence as “Ms. Gresham,” another H&H  
debtor represented by Mr. Schwinn. Mr. Schwinn also filed a nearly identical lawsuit  
against Defendants in this Court on behalf of Ms. Gresham, which was later dismissed

1        **days of the date of this letter, litigation will proceed and service will be**  
 2        **attempted on your client directly.**

3        *Id.* at ¶ 5, Ex. C (emphasis added). Although the letter requested a response from  
 4        Mr. Schwinn within ten days, H&H waited almost two months before taking further  
 5        action. Mr. Schwinn never responded. *Id.* This is undisputed, as Graff has  
 6        stipulated that Mr. Schwinn failed to respond to H&H's letter. *See* Notice of  
 7        Stipulation ("Stipulation"), Docket 18, ¶ 5. Given Mr. Schwinn's failure to respond,  
 8        Defendants reasonably concluded that Mr. Schwinn's limited engagement had ended,  
 9        and that he did not represent Graff with respect to the litigation. On May 15, 2007,  
 10        Graff was served with the summons and complaint in the underlying collection  
 11        action. *See* Hunt Decl. at ¶ 6, Ex. D.

12        Schwinn never appeared on behalf of Graff in the collection action, and he  
 13        never called Defendants regarding that case. *Id.* at ¶ 7. In addition, Graff never  
 14        responded to the complaint, so the Santa Clara County Superior Court entered  
 15        judgment against her on July 9, 2007. *Id.* at ¶ 7, Ex. E. On July 13, 2007, H&H  
 16        notified Graff by letter that a default had been entered against her. *Id.* at ¶ 8, Ex. F.  
 17        Once again, neither Graff nor Mr. Schwinn responded to this letter.

18        Rather than responding to Defendants' correspondence, Graff and Mr.  
 19        Schwinn waited six more months, and then filed the present action.

### 20        **III. ARGUMENT**

#### 21        **A. Standard of Review**

22        The party moving for summary judgment bears the initial burden of  
 23        "informing the district court of the basis for its motion, and identifying those portions  
 24        of 'the pleadings, depositions, answers to interrogatories, and admissions on file,  
 25        together with the affidavits, if any,'" which it contends demonstrate the absence of a  
 26        genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986).  
 27        If the moving party fails to meet this burden, the non-moving party is not required to

28        \_\_\_\_\_  
 after the court directed the parties to address whether Mr. Schwinn should be  
 disqualified.

1 produce anything. *Nissan Fire & Marine Insurance Co., Ltd. v. Fritz Companies,*  
 2 *Inc.*, 210 F.3d 1099, 1102-03 (9th Cir. 2000).

3 Where the moving party has the burden of persuasion at trial, the party “must  
 4 establish ‘beyond controversy every essential element of its’ [] claim.” *Southern*  
 5 *California Gas Co. v. City of Santa Ana*, 336 F.3d 885, 888 (9th Cir. 2003). The  
 6 party opposing summary judgment “can defeat summary judgment by demonstrating  
 7 the evidence, taken as a whole, could lead a rational trier of fact to find in its favor.”  
 8 *Id.* In order to carry its ultimate burden of persuasion on the motion, the moving  
 9 party must persuade the court that there is no genuine issue of material fact. *Nissan*  
 10 *Fire, supra*, 210 F.3d 1099, 1102. A dispute about a material fact is “genuine”  
 11 where the evidence is such that a reasonable jury could return a verdict for the  
 12 nonmoving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247 (1986).

13 **B. Graff Has Not Met Her Burden Of Proving A Violation Of The**  
 14 **FDCPA**

15 Graff has not established “beyond controversy every essential element” of her  
 16 alleged FDCPA claim. In her memorandum in support of her motion, Graff sets forth  
 17 the elements she must prove:

18 (1) Plaintiff is a consumer, (2) Plaintiff has been the object of collection  
 19 activity arising from a consumer debt, (3) Defendant collecting the “debt” is a  
 20 “debt collector,” as defined in the FDCPA, and (4) Defendant has engaged in  
 any act or omission in violation of the prohibitions or requirements of the  
 FDCPA.

21 *See* Memorandum in Support Of Motion For Partial Summary Judgment (“Memo in  
 22 Support”), Docket 11-3, p. 7. Graff has failed to prove that the Defendants violated  
 23 the FDCPA, so she has not met and cannot meet her burden on this motion.

24 Graff alleges that Defendants violated section 1692c(a)(2) of the FDCPA by  
 25 mailing the July 13, 2007 letter directly to Graff rather than to Mr. Schwinn. Section  
 26 1692c(a)(2) states:

27 [A] debt collector may not communicate with a consumer in connection with  
 28 the collection of any debt – if the debt collector knows the consumer is  
 represented by an attorney with respect to such debt and has knowledge of, or  
 can readily ascertain, such attorney’s name and address, unless the attorney  
 fails to respond within a reasonable period of time to a communication from

1 the debt collector or unless the attorney consents to direct communication with  
2 the consumer.

3 *See* 15 U.S.C. § 1692c(a)(2). Graff cannot prove that she was “represented by an  
4 attorney” with respect to the collection litigation. Even if she could prove that she  
5 was represented by Mr. Schwinn, the record shows that he failed to respond to  
6 Defendants’ correspondence within a reasonable time. The claim has no merit.

7 **1. Graff Was Not “Represented By An Attorney” For Purposes  
8 Of The Collection Litigation**

9 Graff was not “represented by an attorney” with respect to the collection  
10 litigation, so she cannot prevail on her section 1692c(a)(3) claim. She suggests she  
11 was represented by Mr. Schwinn, but the evidence shows otherwise. Mr. Schwinn’s  
12 February 19, 2007 letter to H&H indicates that the scope of his representation was  
13 limited to “assist[ing Graff] in the matter of debt relief” and “dissuad[ing H&H] from  
14 filing a lawsuit.” *See* Declaration of Fred W. Schwinn In Support of Motion For  
15 Partial Summary Judgment (“Schwinn Decl.”), Docket 11-5, Ex. 2. Mr. Schwinn did  
16 not state that the represented Graff with respect to any litigation.

17 H&H sent its March 26, 2007 letter to Mr. Schwinn, in part, to determine  
18 whether Mr. Schwinn intended to represent Graff with respect to the anticipated  
19 collection litigation. *Id.* at Ex. 3 (“Please advise within ten days if you are  
20 authorized to accept service of process .... If we have not heard from you within ten  
21 days of the date of this letter, **litigation will proceed** and service will be attempted  
22 on your client directly.” (emphasis added)). When Mr. Schwinn did not respond,  
23 Defendants reasonably concluded that Mr. Schwinn was not going to expand the  
24 scope of his representation of Graff to cover the litigation. Thus, the suit was filed,  
25 and H&H served Graff with the summons and complaint in the underlying collection  
26 action on May 15, 2007. Hunt Decl. at ¶ 6, Ex. D.

27 No attorney ever appeared for Graff in the collection action, so a default was  
28 entered against her. *Id.* at ¶ 7. There was no reason for Defendants to believe that  
Mr. Schwinn was representing Graff. There was no basis for Defendants to suspect



1 that instead of providing her with a defense, Mr. Schwinn ignored the complaint and  
 2 allowed a default to be entered. *Id.* at ¶ 7, Ex. E. Mr. Schwinn did not call to seek to  
 3 negotiate a settlement on behalf of Graff, nor did he ever respond to the allegedly  
 4 offending letter sent by Defendants on July 13, 2007. *See* Stipulation at ¶ 5, 7.

5 Indeed, after sending his initial letter to H&H on February 19, 2007, which  
 6 described the narrow scope of his representation of Graff, Mr. Schwinn never again  
 7 contacted H&H about Graff. Rather, he waited for almost a full year before  
 8 emerging again to file this suit against Defendants on February 12, 2008.

9 Given Mr. Schwinn's letter, his failure to respond, and his failure to take any  
 10 steps on Graff's behalf, the undisputed record shows that he did not represent her.  
 11 An unrepresented debtor may not assert a claim under section 1692c(a)(2) of the  
 12 FDCPA. Summary judgment for Defendants is proper.

## 13 2. The Section 1692c(a)(2) Claim Fails Because Mr. Schwinn 14 Failed To Respond To Correspondence From Defendants

15 Even if Graff could prove that Mr. Schwinn represented her in connection with  
 16 the collection litigation, there still is no violation here. Mr. Schwinn failed to  
 17 respond within a reasonable time to correspondence from H&H. Mr. Schwinn  
 18 admittedly failed to respond to the March 26, 2007 letter from H&H. Section  
 19 1692c(a)(2) of the FDCPA permits direct communication with the debtor if "**the**  
 20 **attorney fails to respond within a reasonable period of time to a communication**  
 21 **from the debt collector.**" *See* 15 U.S.C. §1962c(a)(2) (emphasis added).

22 H&H's March 26, 2007 letter to Mr. Schwinn asked if he would accept  
 23 service of process on behalf of Graff and informed him that if he did not respond  
 24 within ten days, litigation would proceed against his client directly. Hunt Decl., ¶ 5,  
 25 Ex. C. Mr. Schwinn never responded to this letter. *Id.*

26 In her memorandum in support of this motion, Graff claims that her "counsel  
 27 did not fail to respond to any communication from H&H." Memo in Support at p. 8-  
 28 9. But in her recent motion to quash, she inconsistently stated that "[i]t is undisputed  
 that Defendants' March 26, 2007, [sic] letter received no response." *See* Reply In

1 Support Of Motion To Quash, Docket 16 at p. 1. Graff confirmed her second  
2 position – that Mr. Schwinn never responded to H&H’s letter – in the stipulation she  
3 filed pursuant to the Court’s ruling on her motion to quash. *See* Stipulation at ¶ 5.

4 H&H’s March 26, 2007 letter unequivocally requested a response within ten  
5 days, and informed Mr. Schwinn that if he did not respond, they would proceed with  
6 litigation against Graff directly. Hunt Decl. at ¶ 5, Ex. C. When no response was  
7 received, Defendants acted exactly as they informed Mr. Schwinn they would. *Id.* at  
8 ¶¶ 5-6. H&H filed a lawsuit against Graff, prosecuted the lawsuit, and corresponded  
9 directly with Graff about the lawsuit. By failing to respond to H&H’s letter, Mr.  
10 Schwinn impliedly consented to Defendants’ direct communication with Graff. *See*  
11 15 U.S.C. 1692c(a)(2) (communication with represented consumer is permissible if  
12 “the attorney consents to direct communication with the consumer.”).

13 Defendants believe that their July 13, 2007 letter did not violate the FDCPA as  
14 a matter of law since Mr. Schwinn failed to respond to their March 26, 2007 letter.  
15 However, even if the Court determines that Mr. Schwinn’s initial failure to respond  
16 to the March 26, 2007 letter was excusable, it must then determine whether  
17 Defendants waited a reasonable period of time before contacting Graff directly. The  
18 Complaint alleges that H&H did not contact her directly again for almost four  
19 months, when they sent the letter dated July 13, 2007. Defendants contend that this  
20 is a reasonable period as a matter of law. At a bare minimum, a genuine issue of  
21 material fact exists. In either case, the motion should be denied.

22 The Defendants did not violate the FDCPA, so Graff has failed to prove the  
23 elements necessary for summary judgment. Because she has not met her burden,  
24 summary judgment in favor of Graff is inappropriate here.

#### 25 **IV. CONCLUSION**

26 The Defendants have not violated the FDCPA and summary judgment should  
27 be entered in their favor. At the very least, a genuine issue of material fact exists that  
28



1 cannot be determined on a motion for summary judgment. Hunt & Henriques  
2 respectfully requests that Graff's motion be denied.

3  
4 DATED: July 25, 2008

SIMMONDS & NARITA LLP  
TOMIO B. NARITA  
ROBIN M. BOWEN

5  
6  
7 By: /s/ Robin M. Bowen  
8 Robin M. Bowen  
9 Attorneys for Defendants  
10 Hunt & Henriques, Michael Scott Hunt  
11 and Janalie Ann Henriques  
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10 Attorneys for Defendants  
11 Hunt & Henriques, Michael Scott Hunt  
12 and Janalie Ann Henriques

13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN JOSE DIVISION

16 JO ANNE GRAFF,

17 Plaintiff,

18 vs.

19 HUNT & HENRIQUES, a general  
20 partnership, MICHAEL SCOTT  
21 HUNT, individually and in his  
22 official capacity, and JANALIE ANN  
23 HENRIQUES, individually and in her  
24 official capacity,

25 Defendants.

CASE NO.: C08 00908 JF (PVT)

**DECLARATION OF MICHAEL S.  
HUNT IN SUPPORT OF HUNT &  
HENRIQUES' OPPOSITION TO  
PLAINTIFF'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT**

Date: August 15, 2008  
Time: 9:00 a.m.  
Ctroom: 3, Fifth Floor

Honorable Jeremy Fogel

1 I, Michael S. Hunt, declare:

2 1. I am an attorney licensed to practice law in the State of California. I  
3 am a partner in the firm of Hunt & Henriques, a defendant in this action. I make  
4 this declaration in support of the Hunt & Henriques' Opposition to Plaintiff's Partial  
5 Motion for Summary Judgment. I have personal knowledge of the facts set forth  
6 herein, and could and would testify thereto if called upon to do so.

7 2. Citibank (South Dakota) N.A. retained Hunt & Henriques to collect the  
8 balance due on Plaintiff Jo Anne Graff's ("Graff") delinquent Citibank credit card  
9 account.

10 3. On February 12, 2007, Hunt & Henriques sent Graff a letter requesting  
11 payment of her debt and informing her of her right to request verification. A true  
12 and correct copy of this letter is attached hereto as **Exhibit A**.

13 4. On or about February 20, 2007, Hunt & Henriques received a letter  
14 from Fred W. Schwinn. A true and correct copy of this letter, dated February 19,  
15 2007, is attached hereto as **Exhibit B**.

16 5. On March 26, 2007, Hunt & Henriques sent a letter to Mr. Schwinn,  
17 asking him if he would accept service of process on behalf of Graff, and informing  
18 him that if he did not respond within ten days, litigation would proceed and service  
19 would be attempted on his client directly. Our firm never received any response to  
20 this letter. A true and correct copy of this letter is attached hereto as **Exhibit C**.

21 6. Given that Mr. Schwinn did not respond, Hunt & Henriques concluded  
22 that Mr. Schwinn did not represent Graff with respect to litigation on the account.  
23 Our firm filed suit on behalf of Citibank in the California Superior Court for the  
24 County of Santa Clara. On May 15, 2007, Graff was served with that summons and  
25 complaint. A true and correct copy of the proof of service is attached hereto as  
26 **Exhibit D**.

27 7. Neither Graff, nor Mr. Schwinn, nor anyone else acting on her behalf  
28 made an appearance in the state court action. On July 9, 2007, the court entered

1 default judgment against Graff. A true and correct copy of the default is attached  
2 hereto as **Exhibit E**.

3 8. Hunt & Henriques mailed a letter to Graff on July 13, 2007, informing  
4 her that the court had entered judgment against her and that Hunt & Henriques  
5 intended to pursue collection of the judgment. A true and correct copy of this letter  
6 is attached hereto as **Exhibit F**.

7 I declare under penalty of perjury under the laws of the State of California the  
8 foregoing is true and correct. Executed at San Jose, California on this 22 day of  
9 July, 2008.

10  
11 By:   
12 \_\_\_\_\_  
13 Michael S. Hunt  
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# Exhibit A

HUNT & HENRIQUES

ATTORNEYS AT LAW

151 BERNAL ROAD, SUITE 8

SAN JOSE, CALIFORNIA 95119-1306

AREA CODE 408

TELEPHONE 362 - 2270

FACSIMILE 362 - 2299

MICHAEL S. HUNT  
JANALIE HENRIQUES

JO A GRAFF  
210 El Carmelo Ave  
Palo Alto, CA 94306-2377

February 12, 2007

RE: CITIBANK (SOUTH DAKOTA) N.A. Account Number: 5466160018089621  
Balance as of February 12, 2007: \$6,031.79

Dear JO A GRAFF:

Our client, CITIBANK (SOUTH DAKOTA) N.A., has engaged this law firm to make demand for payment in full on your account referenced above. Your account is in default and has been closed, and formal demand is now being made for the entire outstanding balance. As of the date of this letter, your total debt is \$6,031.79. This amount may increase because of interest.

If you want to resolve this matter without a lawsuit, you must pay the outstanding balance stated above to satisfy your account.

Our client considers this to be a serious matter. A legal proceeding is a matter of public record. If a lawsuit is filed, the local court could enter a judgment against you for the entire balance of your account plus, to the extent provided in your account agreement and permitted by law, attorney's fees, court costs and interest. If a judgment is entered against you, it may appear on your credit record for up to seven (7) years and may affect your ability to obtain credit, employment and/or housing.

Federal law gives you 30 days after you receive this letter to dispute the validity of the debt or any part of it. If you do not dispute the validity of the debt, or any part of it, within that period, we will assume that the debt is valid. If you dispute the debt, or any part of it, in writing - by mailing a notice to this firm to that effect on or before the 30th day following the date you receive this letter - we will obtain and mail to you proof (verification) of the debt. And if, within the same period, you request in writing the name and address of the original creditor (if different from our client), we will furnish you with that information too. Upon receipt of your written dispute, all efforts to collect this debt will be suspended until we mail any required information to you. Our client will wait until sufficient time has elapsed for this firm to be able to receive a written notice of dispute from you - even if you mail it on the 30th day following the date you receive this letter - before authorizing us to file suit against you to collect this debt.

***Additional important disclosures continued on reverse...***



JO A GRAFF  
210 El Carmelo Ave  
Palo Alto, CA 94306-2377

---

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP (1-877-382-4357) or [www.ftc.gov](http://www.ftc.gov).

This communication is from a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

You may contact us toll free at 1-800-680-2426.

Very truly yours,

Michael S. Hunt  
Janalie Henriques  
HUNT & HENRIQUES

---

X0700502

# Exhibit B

**Consumer Law Center, Inc.**

12 South First Street, Suite 416

San Jose, CA 95113-2404

(408) 294-6100

Fax: (408) 294-6190

**FAX COVER SHEET**

FAX NUMBER TRANSMITTED TO: 408-362-2299

To: Hunt & Henriques  
From: Fred W. Schwinn  
Client/Matter: Jo Anne Graft-5466-1600-1808-9621  
Date: February 19, 2007

**DOCUMENTS**

Letter

**NUMBER OF PAGES\***

2

**COMMENTS:**

Original will NOT follow.

*The information contained in this facsimile message is information protected by attorney-client and/or the attorney/work product privilege. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by facsimile. If the person actually receiving this facsimile or any other reader of the facsimile is not the named recipient or the employee or agent responsible to deliver it to the named recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via U.S. Postal Service.*

\* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT (408) 294-6100.

X0700502/123

## CONSUMER LAW CENTER, INC.

12 South First Street, Suite 416

San Jose, CA 95113-2404

Fred W. Schwimm  
fred.schwimm@sjconsumerlaw.com(408) 294-6100  
Fax (408) 294-6190

Via Fax to: 408-362-2299

February 19, 2007

Hunt & Henriques  
161 Bernal Road, Suite 8  
San Jose, CA 95119-1306In the Matter of: Jo Anne Graff  
210 El Carmelo Avenue  
Palo Alto, CA 94306-2377

Your Account or File No(s): 5466-1600-1808-9621

Dear Sir or Madam:

I have attached a copy of your most recent correspondence for your reference. Please be advised that the consumer debtor in the matter referenced above has retained the services of the Consumer Law Center, Inc., to assist in the matter of debt relief. The purpose of this letter is two-fold. First, I wish to provide you with written notice in your capacity as a creditor, collection agent, or collection attorney that this consumer debtor, now our client, is in fact and in law REPRESENTED BY AN ATTORNEY. As a result of this notice, and pursuant to Sections 1692b(6) and 1692c(a)(2) of Title 15 of the United States Code and Section 1788.14(e) of the California Civil Code, you are to immediately terminate any further direct or indirect contacts with our client. Please note that such prohibited contacts include, but are not limited to, all forms of communication by letter, phone, fax, email or any other means. This also includes any contact directly or indirectly with any employer, family member, friend, or other creditor of our client.

Second, this letter is intended to dissuade your firm from filing a lawsuit against our client and reducing the amount that is allegedly owed to a judgment. Should you choose to file a lawsuit against our client in this matter, please be advised that I have reviewed with our client the list of California exemptions provided by the Judicial Counsel of California and I have determined that our client owns no property that could be subject to attachment or levy. Furthermore, our client is disabled and unemployed. Our client is therefore "judgment proof." Should you decide to reduce the amount allegedly owed to a judgment, it will remain uncollectible.

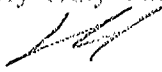
Upon receipt of this letter, any future direct or indirect contacts with our client will result in our office filing a claim against you under the Federal Fair Debt Collection Act, the California Civil Code, and any other available and applicable state or federal laws. If it becomes necessary to file any and all such claims, then please be advised and take due notice that our client will be seeking actual damages, statutory damages, court costs, and our reasonable attorney fees based on our hourly

rate of \$ 300.00. You are also hereby placed on notice that if unlawful and illegal conduct persists or is egregious, then our client will also seek an award of punitive damages as may be determined at the discretion of the Court.

Based on the foregoing, any further communications concerning our client and/or the subject debt must be directed to the Consumer Law Center, Inc. Be advised that any request for information will be addressed in a reasonable time period.

Until advised otherwise, you should mark this matter as "disputed." I anticipate your cooperation herein.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Fred W. Schwinn', is written over the closing 'Very Truly Yours,'.

Fred W. Schwinn, Esq.

Feb-16-07 01:57pm From-

T-914 P.002/003 F-793

**HUNT & HENRIQUES**

ATTORNEYS AT LAW

161 BERNAL ROAD, SUITE B

SAN JOSE, CALIFORNIA 95119-1306

AREA CODE 408

TELEPHONE 382-2270

FACSIMILE 382-2299

MICHAEL S. HUNT  
JANALIE HENRIQUES

JO A GRAFF  
210 El Carmelo Ave  
Palo Alto, CA 94306-2377

February 12, 2007

RE: CITIBANK (SOUTH DAKOTA) N.A. Account Number: 5466160018089621  
Balance as of February 12, 2007: \$6,031.79

Dear JO A GRAFF:

Our client, CITIBANK (SOUTH DAKOTA) N.A., has engaged this law firm to make demand for payment in full on your account referenced above. Your account is in default and has been closed, and formal demand is now being made for the entire outstanding balance. As of the date of this letter, your total debt is \$6,031.79. This amount may increase because of interest.

If you want to resolve this matter without a lawsuit, you must pay the outstanding balance stated above to satisfy your account.

Our client considers this to be a serious matter. A legal proceeding is a matter of public record. If a lawsuit is filed, the local court could enter a judgment against you for the entire balance of your account plus, to the extent provided in your account agreement and permitted by law, attorney's fees, court costs and interest. If a judgment is entered against you, it may appear on your credit record for up to seven (7) years and may affect your ability to obtain credit, employment and/or housing.

Federal law gives you 30 days after you receive this letter to dispute the validity of the debt or any part of it. If you do not dispute the validity of the debt, or any part of it, within that period, we will assume that the debt is valid. If you dispute the debt, or any part of it, in writing - by mailing a notice to this firm to that effect on or before the 30th day following the date you receive this letter - we will obtain and mail to you proof (verification) of the debt. And if, within the same period, you request in writing the name and address of the original creditor (if different from our client), we will furnish you with that information too. Upon receipt of your written dispute, all efforts to collect this debt will be suspended until we mail any required information to you. Our client will wait until sufficient time has elapsed for this firm to be able to receive a written notice of dispute from you - even if you mail it on the 30th day following the date you receive this letter - before authorizing us to file suit against you to collect this debt.

***Additional important disclosures continued on reverse...***



Feb-16-07 01:58pm From-

T-914 P.003/003 F-793

JO A GRAFF  
210 El Carmelo Ave  
Palo Alto, CA 94306-2377

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The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP (1-877-382-4357) or [www.ftc.gov](http://www.ftc.gov).

This communication is from a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

You may contact us toll free at 1-800-680-2426.

Very truly yours,

  
Michael S. Hunt  
Janalie Henriques  
HUNT & HENRIQUES

---

X0700502

# Exhibit C

**HUNT & HENRIQUES**

MICHAEL S. HUNT  
JANALIE HENRIQUES

ATTORNEYS AT LAW  
151 BERNAL ROAD, SUITE 8  
SAN JOSE, CA 95119-1306

AREA CODE 408  
TELEPHONE 362-2270  
FACSIMILE 362-2299

March 26, 2007

Attn: Fred W. Schwinn, Esq.  
Consumer Law Center  
12 South First Street, Suite #416  
San Jose, CA 95113-2404

**RE: JO A GRAFF  
CITIBANK(SOUTH DAKOTA)N.A. ACCT NO: 5466160018089621**

Dear Mr. Schwinn:

Your recent correspondence has been forwarded to me for response.

Pursuant to your client's request, I am providing you with the following account documents:

1. Account statements from: 02/28/2006 to 01/31/2007

Please advise within ten days if you are authorized to accept service of process on behalf of Ms. Gresham. If we have not heard from you within ten days of the date of this letter, litigation will proceed and service will be attempted on your client directly.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND ALL INFORMATION  
OBTAINED WILL BE USED TO COLLECT THE DEBT.

Yours truly,



Michael S. Hunt  
HUNT & HENRIQUES

03/24/06 \$4807.48 \$100.00 SITE:KC-CL TM:CL-5000 ACID:KCB0030  
 PMT DUE DATE NEW BALANCE MIN AMT DUE 03/01/07 00:55:43

JO A GRAFF  
 210 EL CARMELO AVE  
 PALO ALTO  
 94306-2377000

CA

CITI CARDS  
 P.O. BOX 6420  
 THE LAKES, NV  
 88901-6420

# Citi® AAdvantage® World MasterCard®

AAdvantage is a Registered trademark of American Airlines, Inc.



Account Number  
 5466 1600 1808 9621

## Customer Service:

888-766-CITI (2484)

BOX 6000  
 THE LAKES, NV  
 89163-6000

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$5000	\$192	\$1500	\$192	\$4807.48
Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
02/28/2006	\$0.00 +	\$0.00 +	\$100.00 =	\$100.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	2/28		Standard Purch MEMBERSHIP FEE FEB 06-DEC 06 SEE REVERSE FOR MORE RENEWAL INFORMATION	41.60
	2/28		74 0000 CRED PROTECTOR FEE-MONTHLY 800-950-5114	32.94
	2/28		74 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE	64.06
			84 0000	0000000000

\*\*\* CITI AADVANTAGE MILES UPDATE \*\*\*  
 Miles Accumulated This Billing Period: 0

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Your current nominal annual percentage rate for purchases may vary monthly and is based on the Wall Street Journal Prime Rate plus 9.900%. However, if you default on any Card Agreement, your rate may increase. The new rate will be the Prime Rate plus up to 19.990%, based on the nature of defaults and performance indications. These rates apply to your account at the time this statement was printed.

The Excess Collision Loss/Damage Insurance coverage on your Citi(R) World MasterCard(R) will change to MasterRental(R) Insurance effective 4/1/06. Please see enclosed insert or website below for details.  
<http://www.citibank.com/us/cards/gen-content/en.htm>

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,668.88	\$74.54	\$0.00	\$64.06	\$4,807.48
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,668.88	\$74.54	\$0.00	\$64.06	\$4,807.48

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$4,701.16	0.04699%(D)	17.150%	17.150%
ADVANCES				
Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

04/24/06 \$4870.38 \$101.00 SITE:KC-CL TM:CL-5000 ACID:KCB0030  
 PMT DUE DATE NEW BALANCE MIN AMT DUE 03/01/07 00:55:43:

JO A GRAFF  
 210 EL CARMELO AVE  
 PALO ALTO  
 94306-2377000

CA

CITI CARDS  
 P.O. BOX 6420  
 THE LAKES, NV  
 88901-6420

# Citi® AAdvantage® World MasterCard®



AAdvantage is a registered trademark of American Airlines, Inc.

Account Number

5466 1600 1808 9621

## Customer Service:

888-766-CITI (2484)

BOX 6000  
 THE LAKES, NV  
 89163-6000

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$5000	\$129	\$1500	\$129	\$4870.38
Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
03/30/2006	\$0.00 +	\$0.00 +	\$101.00 =	\$101.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	3/16	K0004006	Payments, Credits & Adjustments PAYMENT THANK YOU 70 F0000 0000	-105.00 27000004995
3/18	3/18	22Z5D66S	Standard Purch ITV DIRECT - SEA VEGG 800-215-0063 MA 61 A5969US 2222	99.80 85306446078
	3/30		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	68.10 0000000000

### \*\*\* CITI AADVANTAGE MILES UPDATE \*\*\*

Miles Accumulated This Billing Period: 100  
 Earned Miles: 100  
 Miles Reported To American Airlines: 100

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

FREE SERVICES FOR CITI(R)/AAdvantage(R) CARDMEMBERS. Manage your Citi(R)/AAdvantage(R) Card account online securely, anytime-whether you want to check your balance, see if a payment was received or pay your bill online. Register now at citicards.com

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,807.48	\$99.80	\$105.00	\$68.10	\$4,870.38
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,807.48	\$99.80	\$105.00	\$68.10	\$4,870.38

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$4,831.08	0.04699%(D)	17.150%	17.150%
ADVANCES Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

05/23/06

\$4817.76

\$100.00

SITE:KC-CL

TM:CL-5000

ACID:KCB0030

03/01/07

00:55:43:

PMT DUE DATE

NEW BALANCE

MIN AMT DUE

JO A GRAFF  
210 EL CARMELO AVE  
PALO ALTO  
94306-2377000

CA

CITI CARDS  
P.O. BOX 6420  
THE LAKES, NV  
88901-6420

# Citi® AAdvantage® World MasterCard®

AAdvantage is a registered trademark of American Airlines, Inc.

Account Number

j466 1600 1808 9621

**Customer Service:**

888-766-CITI (2484)

BOX 6000	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
THE LAKES, NV	\$5000	\$182	\$1500	\$182	\$4817.76
89163-6000	Statement/Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	04/28/2006	\$0.00 +	\$0.00 +	\$100.00 =	\$100.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	4/22	K0004003	Payments, Credits & Adjustments PAYMENT THANK YOU 70 F0000 0000	-120.00 27000004995
	4/28		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	67.38 0000000000

\*\*\* CITI AADVANTAGE MILES UPDATE \*\*\*

Miles Accumulated This Billing Period:

0

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Life happens. But bills like this don't have to. Safeguard this account with Credit Protector! It gives you some financial breathing room when life changing events interrupt your income or stress your budget. To enroll, call 1-888-863-8407.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,870.38	\$0.00	\$120.00	\$67.38	\$4,817.76
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,870.38	\$0.00	\$120.00	\$67.38	\$4,817.76

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$4,874.02	0.04767%(D)	17.400%	17.400%
ADVANCES				
Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%



06/23/06 \$4809.78 \$160.02 SITE:KC-CL TM:CL-5000 ACID:KCB0030  
 PMT DUE DATE NEW BALANCE MIN AMT DUE 03/01/07 00:55:43:

JO A GRAFF  
 210 EL CARMELO AVE  
 PALO ALTO  
 94306-2377000

CA

CITI CARDS  
 P.O. BOX 6420  
 THE LAKES, NV  
 88901-6420

# Citi® AAdvantage® World MasterCard®

AAdvantage is a registered trademark of American Airlines, Inc.

Account Number  
 5466 1600 1808 9621

**Customer Service:**

888-766-CITI (2484)

BOX 6000  
 THE LAKES, NV  
 89163-6000

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$5000	\$190	\$1500	\$190	\$4809.78
Statement/Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
05/31/2006	\$0.00	\$0.00 +	\$160.02 =	\$160.02

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			<b>Payments, Credits &amp; Adjustments</b>	
	5/24	K0004003	PAYMENT THANK YOU 70 F0000 0000	-120.00 27000004995
			<b>Standard Purch</b>	
	5/31		LATE FEE - APR PAYMENT PAST DUE 66 0000	35.00 0000000000
	5/31		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	77.02 0000000000

\*\*\* CITI AADVANTAGE MILES UPDATE \*\*\*  
 Miles Accumulated This Billing Period:

0

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Our records show home phone 650-320-9402 and business phone 408-730-3815. Please update coupon if incorrect.

Happy 25th Anniversary to the AAdvantage(R) Program! American Airlines launched the world's 1st frequent flyer program in 1981. Several HUGE promotions and events are planned to celebrate this milestone - so don't miss out! Details at [www.aa.com/25](http://www.aa.com/25)

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Llamenos al 1-800-947-9100, o elija su idioma de preferencia en [www.tarjetasciti.com](http://www.tarjetasciti.com), modificando su Perfil Personal en la seccion Administrar mi Cuenta.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,817.76	\$35.00	\$120.00	\$77.02	\$4,809.78
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,817.76	\$35.00	\$120.00	\$77.02	\$4,809.78

Days This Billing Period: 33

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$4,826.08	0.04836%(D)	17.650%	17.650%
ADVANCES				
Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

07/24/06 \$4754.79 \$115.08

SITE:KC-CL TM:CL-5000 ACID:KCB0030  
03/01/07 00:55:43:

PMT DUE DATE NEW BALANCE MIN AMT DUE

JO A GRAFF  
210 EL CARMELO AVE  
PALO ALTO  
94306-2377000

CA

CITI CARDS  
P.O. BOX 6420  
THE LAKES, NV  
88901-6420**Citi® AAdvantage® World MasterCard®**

AAdvantage is a Registered trademark of American Airlines, Inc.



Account Number

5466 1600 1808 9621

**Customer Service:**

888-766-CITI (2484)

BOX 6000

THE LAKES, NV

89163-6000

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$5000	\$245	\$1500	\$245	\$4754.79
Statement/Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
06/29/2006	\$0.00	\$0.00 +	\$115.08 =	\$115.08

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
<b>Payments, Credits &amp; Adjustments</b>				
	6/20	K0006004	PAYMENT THANK YOU	-170.00
6/01	6/01	GSNZPHJF	70 F0000 0000	27000004995
			GLOBAL LIGHT NETWORK SAN ANTONIO TX	-40.00
	6/20		71 7372US 2222	55503626153
			REFUND LATE FEE	-35.00
			78 0000	0000000000
<b>Standard Purch</b>				
5/31	6/01	9961PHJF	GLOBAL LIGHT NETWORK SAN ANTONIO TX	32.00
			61 A7372US 2222	55503626152
5/31	6/01	0861PHJF	GLOBAL LIGHT NETWORK SAN ANTONIO TX	89.93
			61 A7372US 2222	55503626152
	6/29		PURCHASES*FINANCE CHARGE*PERIODIC RATE	68.08
			84 0000	0000000000

## \*\*\* CITI AADVANTAGE MILES UPDATE \*\*\*

Miles Accumulated This Billing Period:	82
Earned Miles:	82
Miles Reported To American Airlines:	82

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Life happens. But bills like this don't have to. Get Credit Protector for those times when life-changing events like job loss, disability, moving, or going to college interrupt your income or strain your budget. To enroll call, 1-888-395-9159.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,809.78	\$121.93	\$245.00	\$68.08	\$4,754.79
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,809.78	\$121.93	\$245.00	\$68.08	\$4,754.79

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$4,854.13	0.04836%(D)	17.650%	17.650%
ADVANCES				
Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

08/24/06 \$4947.26 \$274.83 SITE:KC-CL TM:CL-5000 ACID:KCB0030  
 PUT DUE DATE NEW BALANCE MIN AMT DUE 03/01/07 00:55:43

JO A GRAFF  
 210 EL CARMELO AVE  
 PALO ALTO  
 94306-2377000

CA

CITI CARDS  
 P.O. BOX 6420  
 THE LAKES, NV  
 88901-6420

# Citi® AAdvantage® World MasterCard®



AAdvantage is a registered trademark of American Airlines, Inc.

Account Number  
 5466 1600 1808 9621

## Customer Service:

888-766-CITI (2484)

BOX 6000  
 THE LAKES, NV  
 89163-6000

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$5000	\$52	\$1500	\$52	\$4947.26
Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
07/31/2006	\$0.00	\$115.08 +	\$159.75 =	\$274.83

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	7/31		Standard Purch	35.00
			LATE FEE - JUN PAYMENT PAST DUE	0000000000
7/18	7/18	T5NZZ600	66 0000	81.72
			COMCAST CABLE COMM 800-COMCAST CA	55432866199
	7/31		61 A4899US 2222	75.75
			PURCHASES*FINANCE CHARGE*PERIODIC RATE	0000000000
			84 0000	

## \*\*\* CITI AADVANTAGE MILES UPDATE \*\*\*

Miles Accumulated This Billing Period: 82  
 Earned Miles: 82  
 Miles Reported To American Airlines: 82

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

The Annual Percentage Rate on your account may increase due to one of the following reasons stated in your Card Agreement with us: if you fail to make a payment to us when due, you exceed your credit line or you make a payment to us that is not honored by your bank.

Please see enclosed privacy notice for important information.

Want to receive your billing statement in Spanish? Para recibir su estado de cuenta en Castellano, por favor llame al 1-800-947-9100, o visite [www.tarjetasciti.com](http://www.tarjetasciti.com) y elija su idioma modificando su Perfil Personal en "Administrar mi Cuenta."

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,754.79	\$116.72	\$0.00	\$75.75	\$4,947.26
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,754.79	\$116.72	\$0.00	\$75.75	\$4,947.26

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$4,826.98	0.04904%(D)	17.900%	17.900%
ADVANCES				
Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

09/25/06 \$5119.05 \$616.67

SITE:KC-CL TM:CL-5000 ACID:KCB0030  
03/01/07 00:55:43:

PMT DUE DATE NEW BALANCE MIN AMT DUE

JO A GRAFF  
210 EL CARMELO AVE  
PALO ALTO  
94306-2377000

CA

CITI CARDS  
P.O. BOX 6420  
THE LAKES, NV  
88901-6420**Citi® AAdvantage® World MasterCard®**

AAdvantage is a Registered trademark of American Airlines, Inc.



Account Number

5466 1600 1808 9621

**Customer Service:**

1-800-388-2200

BOX 6000

THE LAKES, NV

89163-6000

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$5000	\$0	\$1500	\$0	\$5119.05
Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
08/30/2006	\$119.05	\$274.83 +	\$341.84 =	\$616.67

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	8/30		Standard Purch	39.00
	8/30		LATE FEE - JUL PAYMENT PAST DUE	0000000000
			66 0000	132.79
			PURCHASES*FINANCE CHARGE*PERIODIC RATE	0000000000
			84 0000	

## \*\*\* CITI AADVANTAGE MILES UPDATE \*\*\*

Miles Accumulated This Billing Period: 0

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Your late fee was based on your account balance as of the payment due date (08/24/06), which was \$4,947.26.

The Annual Percentage Rate on your account has been increased due to one of the following reasons stated in your Card Agreement with us: you failed to make a payment to us when due, you exceeded your credit line or you made a payment to us that was not honored by your bank.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,947.26	\$39.00	\$0.00	\$132.79	\$5,119.05
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,947.26	\$39.00	\$0.00	\$132.79	\$5,119.05

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$5,011.15	0.08833%(D)	32.240%	32.240%
ADVANCES				
Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%

10/24/06 \$5295.45 \$845.07

SITE:KC-CL TM:CL-5000 ACID:KCB0030  
03/01/07 00:55:43:

PMT DUE DATE NEW BALANCE MIN AMT DUE

JO A GRAFF  
210 EL CARMELO AVE  
PALO ALTO  
94306-2377000

CA

CITI CARDS  
P.O. BOX 6420  
THE LAKES, NV  
88901-6420**Citi® AAdvantage® World MasterCard®**

AAdvantage is a Registered trademark of American Airlines, Inc.

Account Number  
5466 1600 1808 9621**Customer Service:**  
1-800-866-9900BOX 6000  
THE LAKES, NV  
89163-6000

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$5000	\$0	\$1500	\$0	\$5295.45
Statement/Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
09/29/2006	\$295.45	\$616.67 +	\$228.40 =	\$845.07

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	9/29		Standard Purch	
	9/29		LATE FEE - AUG PAYMENT PAST DUE	39.00
			66 0000	0000000000
			PURCHASES*FINANCE CHARGE*PERIODIC RATE	137.40
			84 0000	0000000000

\*\*\* CITI AADVANTAGE MILES UPDATE \*\*\*  
Miles Accumulated This Billing Period:

0

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Your late fee was based on your account balance as of the payment due date (09/25/06), which was \$5,119.05.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Your account is seriously past due and your credit privileges have been suspended. Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am - 9 pm, or Saturday, 8 am - 5 pm, Central Time.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,119.05	\$39.00	\$0.00	\$137.40	\$5,295.45
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,119.05	\$39.00	\$0.00	\$137.40	\$5,295.45

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$5,185.16	0.08833%(D)	32.240%	32.240%
ADVANCES				
Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%

11/24/06 \$5486.20 \$5486.20 SITE:KC-CL TM:CL-5000 ACID:KCB0030  
 PMT DUE DATE NEW BALANCE MIN AMT DUE 03/01/07 00:55:43:

JO A GRAFF  
 210 EL CARMELO AVE  
 PALO ALTO  
 94306-2377000

CA

CITI CARDS  
 P.O. BOX 6420  
 THE LAKES, NV  
 88901-6420

# Citi® AAdvantage® World MasterCard®

AAdvantage is a registered trademark of American Airlines, Inc.

Account Number

5466 1600 1808 9621

**Customer Service:**

1-800-866-9900

BOX 6000

THE LAKES, NV

89163-6000

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$5000	\$0	\$1500	\$0	\$5486.20
Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
10/31/2006	\$486.20	\$845.07	\$244.75	\$5486.20

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	10/31		Standard Purch	
	10/31		LATE FEE - SEP PAYMENT PAST DUE	39.00
			66 0000	0000000000
			PURCHASES*FINANCE CHARGE*PERIODIC RATE	151.75
			84 0000	0000000000

Your late fee was based on your account balance as of the payment due date (10/24/06), which was \$5,295.45.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,295.45	\$39.00	\$0.00	\$151.75	\$5,486.20
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,295.45	\$39.00	\$0.00	\$151.75	\$5,486.20

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$5,368.60	0.08833%(D)	32.240%	32.240%
ADVANCES				
Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%

12/25/06 \$5672.46 \$5672.46 SITE:KC-CL TM:CL-5000 ACID:KCB0030  
 PMT DUE DATE NEW BALANCE MIN AMT DUE 03/01/07 00:55:43:

JO A GRAFF  
 210 EL CARMELO AVE  
 PALO ALTO  
 94306-2377000

CA

CITI CARDS  
 P.O. BOX 6420  
 THE LAKES, NV  
 88901-6420



# Citi® AAdvantage® World MasterCard®

Account Number AAdvantage is a registered trademark of American Airlines, Inc.

5466 1600 1808 9621

## Customer Service:

1-800-568-5000

BOX 6000  
 THE LAKES, NV  
 89163-6000

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$5000	\$0	\$1500	\$0	\$5672.46
Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
11/30/2006	\$672.46	\$1089.82	\$242.26	\$5672.46

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	11/30		Standard Purch	
	11/30		LATE FEE - OCT PAYMENT PAST DUE	39.00
			66 0000	0000000000
			PURCHASES*FINANCE CHARGE*PERIODIC RATE	147.26
			84 0000	0000000000

Your late fee was based on your account balance as of the payment due date (11/24/06), which was \$5,486.20.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Our records show home phone 650-320-9402 and business phone 408-730-3815. Please update coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,486.20	\$39.00	\$0.00	\$147.26	\$5,672.46
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,486.20	\$39.00	\$0.00	\$147.26	\$5,672.46

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$5,557.05	0.08833%(D)	32.240%	32.240%
ADVANCES				
Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%



01/23/07 \$5858.58 \$5858.58

SITE:KC-CL TM:CL-5000 ACID:KCB0030  
03/01/07 00:55:43:

PMT DUE DATE NEW BALANCE MIN AMT DUE

JO A GRAFF  
210 EL CARMELO AVE  
PALO ALTO  
94306-2377000

CA

CITI CARDS  
P.O. BOX 6420  
THE LAKES, NV  
88901-6420

## Citi® AAdvantage® World MasterCard®

AAdvantage is a registered trademark of American Airlines, Inc.

Account Number

1466 1600 1808 9621

## Customer Service:

1-800-756-4000

30X 6000

THE LAKES, NV

89163-6000

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$5000	\$0	\$1500	\$0	\$5858.58
Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
12/29/2006	\$858.58	\$1332.08	\$244.12	\$5858.58

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	12/29		Standard Purch	
			LATE FEE - NOV PAYMENT PAST DUE	39.00
	12/29		66 0000	0000000000
			PURCHASES*FINANCE CHARGE*PERIODIC RATE	147.12
			84 0000	0000000000

Your late fee was based on your account balance as of the payment due date (12/25/06), which was \$5,672.46.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,672.46	\$39.00	\$0.00	\$147.12	\$5,858.58
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,672.46	\$39.00	\$0.00	\$147.12	\$5,858.58

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$5,743.17	0.08833%(D)	32.240%	32.240%
ADVANCES				
Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%



02/22/07 \$6031.79 \$6031.79 SITE:KC-CL TM:CL-5000 ACID:KCB0030  
 PMT DUE DATE NEW BALANCE MIN AMT DUE 03/01/07 00:55:43:

JO A GRAFF  
 210 EL CARMELO AVE  
 PALO ALTO  
 94306-2377000

CA

CITI CARDS  
 P.O. BOX 6420  
 THE LAKES, NV  
 88901-6420

# Citi® AAdvantage® World MasterCard®

AAdvantage is a registered trademark of American Airlines, Inc.



Account Number

5466 1600 1808 9621

## Customer Service:

1-800-925-8871

BOX 6000

THE LAKES, NV

89163-6000

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$5000	\$0	\$1500	\$0	\$6031.79
Statement/Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
01/31/2007	\$1031.79	\$1576.20	\$233.21	\$6031.79

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	1/31		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	173.21 0000000000

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,858.58	\$0.00	\$0.00	\$173.21	\$6,031.79
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,858.58	\$0.00	\$0.00	\$173.21	\$6,031.79

Days This Billing Period: 33

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$5,942.14	0.08833%(D)	32.240%	32.240%
ADVANCES				
Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%

# Exhibit D



POS-01.0

ATTORNEY (If party without attorney (Name, State Bar number, and address): <b>HUNT &amp; HENRIQUES, Attorneys at Law</b> Michael S. Hunt, Esq. #99804 Janalie Henriques, Esq. #111589 151 Bernal Road, Suite 8 San Jose, CA 95119 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): CITIBANK (SOUTH DAKOTA) N.A.		FOR COURT USE ONLY  <b>ENDORSED</b>  2007 MAY 21 P 2:39  CLERK OF THE SUPERIOR COURT COUNTY OF SANTA CLARA, CALIFORNIA BY: <b>W. VAUGHAN</b> DEPUTY CLERK	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>SANTA CLARA</b> STREET ADDRESS 191 N. FIRST STREET MAILING ADDRESS CITY AND ZIP CODE San Jose, CA 95113 BRANCH NAME DOWNTOWN SUPERIOR COURT - CIVIL LIMITED		CASE NUMBER 107CV084095	
PETITIONER/PLAINTIFF: CITIBANK (SOUTH DAKOTA) N.A.  RESPONDENT/DEFENDANT: JO A GRAFF		Ref. No. or File No. X0700502	
<b>PROOF OF SERVICE OF SUMMONS</b>			

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
  - a. ☒ summons
  - b. ☒ complaint
  - c. ☒ Alternative Dispute Resolution (ADR) package
  - d. ☐ Civil Case Cover Sheet (served in complex cases only)
  - e. ☐ cross complaint
  - f. ☒ other (specify documents): NOTICE TO LITIGANTS, ADR INFORMATION SHEET
3. a. Party served (specify name of party as shown on documents served): JO A GRAFF
  - b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substitute service was made) (specify name and relationship to the party names in 3a):
4. Address where the party was served: 210 El Carmelo Ave Palo Alto, CA 94306-2377
5. I served the party (check proper box)
  - a. ☒ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 5/15/2007 (2) at (time): 6:27 am
  - b. ☐ by substituted service. On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
    - (1) ☐ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
    - (2) ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
    - (3) ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
    - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
    - (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

Page 1 of 2

 Form Adopted for Mandatory Use  
 Judicial Council of California  
 POS-010 (Rev. January 1, 2007)

## PROOF OF SERVICE OF SUMMONS

Code of Civil Procedure, § 417.10



PETITIONER/PLAINTIFF: CITIBANK (SOUTH DAKOTA) N.A.	CASE NUMBER
RESPONDENT/DEFENDANT: JO A GRAFF	107CV084095

- c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid.
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the Notice and Acknowledgment of Receipt (form 982(a)(4)) and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgment of Receipt (form 982(a)(4).) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ by other means (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☒ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☐ On behalf of (specify):

under the following Code of Civil Procedure section:

- |   |   |
|---|---|
| <input type="checkbox"/> 416.10 (corporation)                     | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation)             | <input type="checkbox"/> 416.60 (minor)                               |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee)                 |
| <input type="checkbox"/> 416.40 (association or partnership)      | <input type="checkbox"/> 416.80 (authorized person)                   |
| <input type="checkbox"/> 416.50 (public entity)                   | <input type="checkbox"/> 415.46 (occupant)                            |
|   | <input type="checkbox"/> other:                                       |

7. Person who served papers

- a. Name: E. Rios
- b. Address: Pacific Legal Services, Inc., P.O. Box 5549, San Jose CA 95150
- c. Telephone number: (408)266-3148
- d. The fee for service was: \$ 40.00
- e. I am:

- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ registered California process server:
- (i) ☐ owner ☐ employee ☒ independent contractor
- (ii) Registration No.: 984
- (iii) County: Santa Clara

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 5/15/2007

E. Rios

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

/s/ E. Rios

(SIGNATURE)

# Exhibit E



JUD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): <b>HUNT &amp; HENRIQUES, Attorneys at Law</b> Michael S. Hunt, #99804 Janalie Henriques, #111589 151 Bernal Rd. STE 8, San Jose, CA 95119-1306 TELEPHONE NO: (408) 362-2270 FAX NO. (Optional): (408) 362-2299 E-MAIL ADDRESS (Optional): info@hunthenriques.com ATTORNEY FOR (Name): <b>PLAINTIFF</b>		FOR COURT USE ONLY <b>(ENDORSED)</b> <b>FILED</b> <b>JUL -9 07</b> KIRI TORRE CHIEF EXEC. OFFICER/CLERK SUPERIOR COURT OF CA COUNTY OF SANTA CLARA DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 N. FIRST STREET MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: DOWNTOWN SUPERIOR COURT - CIVIL LIMITED		
PLAINTIFF/PETITIONER: CITIBANK (SOUTH DAKOTA) N.A. DEFENDANT/RESPONDENT: JO A GRAFF		
<b>JUDGMENT</b> <input checked="" type="checkbox"/> By Clerk <input checked="" type="checkbox"/> By Default <input type="checkbox"/> After Court Trial <input type="checkbox"/> By Court <input type="checkbox"/> On Stipulation <input type="checkbox"/> Defendant Did Not Appear at Trial		CASE NUMBER: 107CV084095

## JUDGMENT

1. ☒ BY DEFAULT

- a. Defendant was properly served with a copy of the summons and complaint.  
 b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.  
 c. Defendant's default was entered by the clerk upon plaintiff's application.  
 d. ☒ Clerk's Judgment (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.  
 e. ☐ Court Judgment (Code Civ. Proc., § 585(b)). The court considered:  
     (1) ☐ plaintiff's testimony and other evidence.  
     (2) ☐ plaintiff's written declaration (Code Civ. Proc., § 585(d)).

2. ☐ ON STIPULATION

- a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and  
 b. ☐ the signed written stipulation was filed in the case.  
 c. ☐ the stipulation was stated in open court ☐ the stipulation was stated on the record.

3. ☐ AFTER COURT TRIAL The jury was waived. The court considered the evidence.

- a. The case was tried on (date and time):  
 before (name of judicial officer):  
 b. Appearances by:  
     ☐ Plaintiff (name each):  
         (1)  
         (2)  
     ☐ Plaintiff's attorney (name each):  
         (1)  
         (2)  
     Continued on Attachment 3b.  
     ☐ Defendant (name each):  
         (1)  
         (2)  
     ☐ Defendant's attorney (name each):  
         (1)  
         (2)  
     ☐ Continued on Attachment 3b.

c. Defendant did not appear at trial. Defendant was properly served with notice of trial.

d. A statement of decision (Code Civ. Proc., § 632) ☐ was not ☐ was requested.

Page 1 of 2

Form Approved for Optional Use  
 Judicial Council of California  
 JUD-100 (New January 1, 2002)

JUDGMENT

Code of Civil Procedure, §§ 585, 584.6

10700502



PLAINTIFF: CITIBANK (SOUTH DAKOTA) N.A. DEFENDANT: JO A GRAFF	CASE NUMBER: 107CV084095
--	-----------------------------

JUDGMENT IS ENTERED AS FOLLOWS BY: ☐ THE COURT ☒ THE CLERK4. ☐ Stipulated Judgment. Judgment is entered according to the stipulation of the parties.

5. Parties. Judgment is

a. ☒ for plaintiff (name each):

CITIBANK (SOUTH DAKOTA) N.A.

and against defendant (names):

JO A. GRAFF

c. ☐ for cross-complainant (name each):

and against cross-defendant (name each):

☐ Continued on Attachment 5a.b. ☐ for defendant (name each):☐ Continued on Attachment 5c.d. ☐ for cross-defendant (name each):

6. Amount.

a. ☒ Defendant named in item 5a above must pay plaintiff on the complaint:

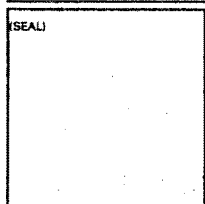
(1) <input checked="" type="checkbox"/> Damages	\$6,031.79
(2) <input checked="" type="checkbox"/> Prejudgment interest at the annual rate of 0.00 %	\$0.00
(3) <input checked="" type="checkbox"/> Attorney fees	\$0.00
(4) <input checked="" type="checkbox"/> Costs	\$220.00
(5) <input type="checkbox"/> Other specify:	\$
(6) TOTAL	\$6,251.79

b. ☐ Plaintiff to receive nothing from defendant named in item 5b.☐ Defendant named in item 5b to recover costs \$☐ and attorney fees \$c. ☐ Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1) <input type="checkbox"/> Damages	\$
(2) <input type="checkbox"/> Prejudgment interest at the annual rate of %	\$
(3) <input type="checkbox"/> Attorney fees	\$
(4) <input type="checkbox"/> Costs	\$
(5) <input type="checkbox"/> Other specify:	\$
(6) TOTAL	\$

d. ☐ Cross-complainant to receive nothing from cross-defendant named in item 5d.☐ Cross-defendant named in item 5d to recover costs \$☐ and attorney fees \$7. ☐ Other (specify):Kiri Torre  
Chief Executive Officer/President

Clark Sakai

Date: ☐ \_\_\_\_\_ JUDICIAL OFFICERDate: JUL - 9 2007 ☐ Clerk, by \_\_\_\_\_, Deputy

## CLERK'S CERTIFICATE (Optional)

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by \_\_\_\_\_, Deputy

JUL - 9 01

Page 2 of 2

JUD-100 (New January 1, 2002)

JUDGMENT

107CV084095

ExhibitF



HUNT & HENRIQUES

ATTORNEYS AT LAW

151 BERNAL ROAD, SUITE 8

SAN JOSE, CALIFORNIA 95119-1306

AREA CODE 408

TELEPHONE 362 - 2270

FACSIMILE 362 - 2299

MICHAEL S. HUNT  
JANALIE HENRIQUES

July 13, 2007

JO A GRAFF  
210 El Carmelo Ave  
Palo Alto, CA 94306-2377

Re: CITIBANK (SOUTH DAKOTA) N.A. v.  
JO A GRAFF  
Case # 107CV084095  
Date of Judgment: July 9, 2007  
Amount of Judgment: \$6,251.79

Dear JO A GRAFF,

The court has entered judgment against you and in favor of our client in the amount of \$6,251.79. The judgment will remain valid for 10 years from the date it was entered and it can be renewed for an additional period of time. Judgments accrue interest at the rate of 10% per annum. The judgment is a public record and may be reported to the credit reporting companies and may be included on your credit report until the judgment expires.

We are in the process of recording an abstract of judgment which may create a lien on transactions involving real property such as your purchase, refinance or sale of real property. The abstract also remains valid for 10 years.

Now that judgment has been entered, our client has instructed us to attempt to collect the judgment. Wage garnishments and bank levies are legal remedies that we may attempt to use to collect the balance due under the judgment. If we use these remedies, additional costs will be incurred. We may request that the court add the costs to your judgment.

Our client is still willing to settle the debt. Please call us or email us to find out about settlement options. You can telephone us toll free at: 1 (800) 496-5048. Our email address is: Settlements@HuntHenriques.com. We look forward to hearing from you.

This firm is a debt collector and any information obtained may be used for the purpose of collecting the debt.

Very truly yours,

Michael S. Hunt  
Janalie Henriques  
HUNT & HENRIQUES  
Attorneys at Law  
X0700502